

**TEMPORARY RESTRAINING ORDER: TRC 687,688****THE STATE OF TEXAS:****Cause No. 24-097-DCCV-00056****AGTEXAS FARM CREDIT SERVICES;  
AGTEXAS, PCA****VS****DOUBLE H DAIRY, LLC; HENRIK  
HAUSCHILDT; RICARDA HAUSCHILDT****IN THE 220<sup>TH</sup> DISTRICT COURT****OF****HAMILTON COUNTY, TEXAS****TO: Double H Dairy, LLC  
Henrick Hauschildt, Agent  
1112 CR 420  
STEPHENVILLE TX 76401****OR****1455 CR 386  
STEPHENVILLE, TX 76401****OR****910 E FM 219  
HICO, TX 76457**

WHEREAS, AGTEXAS FARM CREDIT SERVICES AND AGTEXAS, PCA, filed a TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING in the 220<sup>th</sup> District Court of Hamilton County, Texas, on this the 11th day of June, 2024, in a suit numbered 24-097-DCCV-00056 on the Docket of said Court, where AgTexas Farm Credit Services and AgTexas, PCA is Petitioner(s) and Double H Dairy, LLC; Henrik Hauschildt; Ricarda Hauschildt are Respondent(s), appeared as per attached copy of: **TEMPORARY RESTRAINING ORDER and CASH BOND.**

Upon presentation of said petition to him and consideration, thereof, the Honorable Shaun Carpenter, District Judge, made the following order: The requirement for a bond having been \$10,000, you are therefore commanded to desist and refrain from the commission or continuance of the act enjoined, or to obey and execute such order as the judge has seen proper to make, more fully explained in the attached copy of: TEMPORARY RESTRAINING ORDER and CASH BOND, until and pending the hearing of such petition upon Petitioner's Application for a temporary injunction/restraining order before the judge of said court at Hamilton, Texas in the 220<sup>th</sup> Judicial District Courtroom, located at the Courthouse in Hamilton County, Texas, when and where you will appear to show cause why injunction/restraining order should not be granted upon such petition effective until final decree/order in such suit.

**A HEARING HAS BEEN SCHEDULED FOR  
JUNE 26<sup>TH</sup>, 2024 AT 9:00 a.m. IN HAMILTON, TEXAS.**

Issued and given under my hand and seal of said Court at Hamilton, Texas this on this the 18th day of June, 2024.

Attorney for Plaintiff:  
David L. LeBas  
8310 N Capital Of Texas Hwy Ste 490  
Austin, TX 78731



Hamilton County 220<sup>th</sup> District Court  
102 N Rice St.  
Hamilton County, Texas 76531  
Sandy Layhew, District Clerk

By Angela Subbs Deputy



**OFFICER'S RETURN**

Came to hand on the 18<sup>th</sup> day of JUNE, 2024 at 1000 o'clock A.m., and executed on the 18<sup>th</sup> day of JUNE, 2024 at 1139 o'clock A.m., by delivering to the within named **Henrik Hauschildt**, a true copy of the **TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY ORDERS**.

JUSTIN CARAWAY Sheriff Constable/Authorized Person  
HAMILTON COUNTY, TEXAS  
 BY: DONALD #112 DEPUTY

**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT**

In accordance with rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_ and  
 (First, Middle, Last)  
 my address is \_\_\_\_\_  
 (City, State, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
 Declarant/Authorized Process Server

\_\_\_\_\_  
 (ID # & expiration of certification)



NO.24-097-DCCV-00056



executed a Revolving Line of Credit Approval Notice and Loan Agreement (the "Loan Agreement") dated August 1, 2022 and a Promissory Note (the "Note") in the original principal amount of \$635,000.00 dated August 1, 2022. A true and correct copy of the Loan Agreement and the Note are attached hereto and incorporated herein as Exhibits A and B.

3. Defendant Double H also executed a Commercial Security Agreement (the "Security Agreement") dated August 1, 2022 securing all debts of Defendant Double H, including the Loan, in favor of Plaintiffs. A true and correct copy of the Security Agreement is attached hereto and incorporated herein as Exhibits C. The Security Agreement covers, among other things:

All Farm Products, Inventory, Goods, Equipment, Accounts, Payment Intangibles, and General Intangibles, including but not limited to all livestock, branded or unbranded, and including but not limited to all beef cattle, dairy cattle, sheep, goats, and swine and all progeny, offspring, livestock in gestation, and Proceeds therefrom, . . . (the "Collateral")

4. Defendants Henrik Hauschildt and Ricarda Hauschildt executed a Guaranty in favor of Plaintiffs guaranteeing payment and performance of each and every debt, liability and obligation of Defendant Double H, including but not limited to the Loan. A true and correct copy of the Guaranty is attached hereto and incorporated herein as Exhibit D.

5. The Loan Agreement, Note, Security Agreement, and Guaranty, are collectively referred to herein as the "Loan Documents."

6. The Loan has matured under its own terms, has not been repaid, and is in default.

7. Defendant Double H operates a dairy in Hamilton County (the "Dairy"). Double H is at imminent risk of being evicted from the property on which it conducts its dairy operations. On May 28, 2024, in Cause no. EV9130271 in the Justice Court, Precinct No. 1, Hamilton County, Texas, Defendants sued to evict them from occupation of the Dairy. A true copy of the Sworn Complaint for Forcible Detainer of Defendants seeking eviction of



Defendants from the Dairy is attached, marked Exhibit E, and is incorporated by reference. The eviction suit is set for trial on June 18, 2024. This event places Plaintiffs' Collateral at risk because the lactating dairy cows that are a part of the Collateral need daily milking, feeding, and care in the specialized environment of a dairy, and the other cows need daily feeding and care.

8. Plaintiffs need the assistance of the Court to enforce their lien under the Security Agreement and prohibit Defendants from selling, concealing, disposing, transferring, wasting, or destroying Plaintiffs' Collateral, because Defendants have refused to permit Plaintiffs to obtain possession of the cattle that are a part of the Collateral, and therefore this action cannot be taken without court process and is needed to avoid irreparable injury. Due to the highly movable nature of cattle, the need of the cattle to receive daily care, including milking, and the volatility in the cattle market, an injunction and temporary restraining order is necessary to protect Plaintiffs' interest in the Collateral.

9. The Court further finds and concludes that pursuant to § 65.011 of the Texas Civil Practice & Remedies Code, the Injunction requested by AgTexas is warranted, for the following reasons:

- a. The Loan has matured and is in default.
- b. Defendants have expressed an intent to sell the Collateral.
- c. Defendant Double H is in danger of being evicted from its Dairy, which will place the Collateral that is cattle, especially the milking cows, at imminent risk of harm.
- d. Defendant Double H does not have the financing capability that is needed to provide the daily feeding and care for the Collateral that is cattle.
- e. If the cattle are not given required feed and care, there is an increased likelihood of death loss, resulting in the complete inability to sell the animal. This will result in a total economic loss to Plaintiffs due to the loss of the Collateral.
- f. Plaintiffs need this Court's assistance to preserve their interest in the Collateral to prevent Defendants from disposing of the Collateral by any means, and transferring possession of the Collateral to Plaintiffs.



16. AgTexas is likely to succeed on the merits of this lawsuit. If Defendants are not restrained or enjoined as requested herein, AgTexas will suffer imminent, irreparable injury, including their interest in the subject cattle. There is no adequate remedy at law for AgTexas' damages, as the damages could include the loss or death of its cattle collateral.

17. Defendants should be enjoined from interfering with Plaintiffs' exercise of their rights to protect their interests in the cattle collateral until such time as a trial on the merits of this matter may be held, and the respective rights and duties of all parties may be properly adjudicated.

18. The Court finds there is probable cause to believe that unless Defendants are immediately restrained and enjoined as provided in this order, damage to property of Plaintiffs will occur, and this will occur before the notice and hearing can be held in this cause, and that if these acts are carried out, Plaintiffs will suffer irreparable injury for which they have no adequate remedy at law.

**It is therefore ordered:**

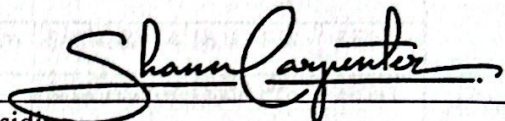
That Defendants and their agents, servants, officers, directors, employees, and others controlling, controlled by or affiliated with them, and those in privity, are temporarily restrained from selling, disposing of or moving the cattle the subject of Plaintiffs' security interest from the Dairy without Plaintiff's written consent, and are Ordered to permit Plaintiffs to conduct reasonable inspections of these cattle on at least a daily basis to verify their health and head count. Plaintiffs are authorized to apply to this Court on an emergency basis to modify this Order if they reasonably conclude that the cattle are or will be moved from the Dairy by Defendants or third parties, or the health of these cattle is in danger, to obtain possession of the cattle that are the subject of their security interest or for other relief.



This order shall not be effective unless and until Plaintiffs execute and file with the clerk a bond with adequate surety, or alternatively, a cash bond, in the amount of \$10,000. If Plaintiffs choose to post a cash bond, such funds shall be deposited at interest by the clerk.

A hearing on Plaintiffs' application for temporary injunction is hereby set on the 26th day of JUNE, 2024, in the District Courtroom of this Court in Hamilton County, Texas, at 9 o'clock a.m.

Signed this 12th day of June, 2024, at 2:47 o'clock p.m.

  
Judge Presiding.



**Automated Certificate of eService**

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Status as of 6/12/2024 4:22 PM CST

Associated Case Party: AgTexas Farm Credit Services

Name	BarNumber	Email	TimestampSubmitted	Status
Stephanie Schwab	24088370	sschwab@namanhowell.com	6/12/2024 4:18:09 PM	SENT
David L. Lebas	12098600	dlebas@namanhowell.com	6/12/2024 4:18:09 PM	SENT







AGTEXAS FARM CREDIT SERVICES and  
AGTEXAS, PCA

By: 

Its

Relationship Manager - Ag business

APPROVED this 18<sup>th</sup> day of June, 2024,  
by Sandy Layhew District Clerk in and for the  
220<sup>th</sup> Judicial District Court in and for Hamilton  
County, Texas.

By: 

Deputy

FILED FOR RECORD  
Hamilton County, Texas

JUN 18 2024

Sandy Layhew  
Clerk 220th District Court